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**Attorneys for Post-Discharged Debtors**  
**appearing herein for a limited purposes**

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<b>In re</b>	)	<b>CASE NO. 2:04-bk-22926-BB</b>
	)	<b>Chapter 7</b>
	)	
<b>Steven and Susan Oscherowitz,</b>	)	<b>DEBTORS' NOTICE OF MOTION AND MOTION</b>
	)	<b>FOR ORDER (1) REOPENING CASE (2) AVOIDING</b>
	)	<b>JUDGMENT LIEN OF SHALOM AND SHEVACH</b>
	)	<b>MOSES (3) AND AUTHORIZING SHORT-SALE;</b>
<b>Debtors.</b>	)	<b>MEMORANDUM OF POINTS AND AUTHORITIES;</b>
	)	<b>DECLARATION OF SHAI OVED</b>
	)	
	)	[Filed concurrently with Application for Order Shortening
	)	Time and Reopening Fee]
	)	
	)	<u>HEARING DATE</u>
	)	Date: July 18 or 19 (Shorten Notice requested)
	)	Time: 11:00 a.m.
	)	Place: Courtroom 1475
	)	US Bankruptcy Court
	)	255 East Temple Street
	)	Los Angeles, CA 90012

**TO THE HONORABLE UNITED STATES BANKRUPTCY COURT AND ALL**  
**OTHER INTERESTED PARTIES:**

**PLEASE TAKE NOTICE** that Debtors Steven and Susan Oscherowitz (hereinafter referred to collectively as "Debtors" or "Movants"), through their attorneys, The Law Offices of Shai Oved, will move and hereby do move this Honorable United States Bankruptcy Court located at 255 East Temple Street, Los Angeles, CA 90012, for an order reopening their bankruptcy case, an order avoiding the judgment lien of Shalom and Shevach Mozes (hereinafter referred to collectively as

1 the "Mozes" or the "Mozes Judgment,") and authorizing Debtors to complete a short-sale of their  
2 property located at 117 N. Citrus Ave., Los Angeles, CA 90036 (hereinafter the "Property").

3 This Motion is based upon this Notice of Motion and Motion, the Memorandum of Points  
4 and Authorities with the Declaration of Shai Oved; the statements of counsel made at the hearing,  
5 the court file, and any other evidence presented to the Court at the time of the hearing.

6 **PLEASE TAKE FURTHER NOTICE** that this Motion is being requested to be heard on  
7 shortened notice with any opposition due at the time of the hearing which is also being requested  
8 to be heard on either July 18, or July 19, 2013, at the Court's convenience, no earlier than 11:00 a.m.,  
9 and with service to be complete by over night mail and/or telephonic notice by July 13, 2013.  
10 Normally, Local Bankruptcy Rule 9013-1(1)(g) requires any opposition at least fourteen (14) days  
11 prior to the hearing. A copy of any opposition or response must be served on counsel for the  
12 Defendant at the address on the upper-left hand corner of the first page of this Motion. You are not  
13 required to take any action. In the event no interested party objects to the this Motion, the Court  
14 may grant the Motion without further hearing and treat the lack of Opposition to consent to the relief  
15 requested herein.

16 **WHEREFORE**, Debtor pray that this Court enter an Order reopening this Bankruptcy Case,  
17 avoiding the Mozes Judgement lien, and authorizing Debtors to complete a short-sale of their  
18 Property which is legally described as: Lot 498 of Tract No. 8498, in the City of Los Angeles,  
19 County of Los Angeles, State of California, as per map recorded in Book 95 Page(s) 53 to 55  
20 inclusive of Maps, in the Office of the County Recorder of said County. APN: 5513-006-020.

21 Respectfully submitted,

22 The Law Offices of Shai Oved

23 Dated: July 12, 2013

/s/ Shai Oved

24 

---

Shai Oved, Attorneys for Debtors

25 **MEMORANDUM OF POINTS AND AUTHORITIES**

26 **Background and Statement of Facts**

- 27 1. Debtors filed a petition for relief on June 10, 2004, and obtained a discharge.  
28 2. Debtors identified two parcels of real property, neither of which had any equity.

1           3.       The properties were located at 111 N. Citrus (their principal residence) and 117 N.  
2 Citrus., Los Angeles, CA 90036, (the Property), respectively.

3           4.       On December 7, 2007, the senior lender Washington Mutual filed its Motion for  
4 Relief from the Automatic Stay as to the 111 N. Citrus Avenue Property which this Court granted  
5 on January 8, 2008. The property was ultimately foreclosed.

6           5.       On March 15, 2010, the senior lender Bank of America filed its Motion for Relief  
7 from the Automatic Stay as to the 117 N. Citrus Avenue Property which this Court granted on April  
8 6, 2010. Debtors have been working with loss mitigation options on this Property, including the  
9 instant short-sale. The voluntary liens on the property total \$930,834.08, and \$222,901.61,  
10 respectively. The Notice of Sale set for July 22, 2013, confirms the minimum opening bid of  
11 \$930,834.08. The second lien's most recent statement as of June 30, 2013, shows a balance due of  
12 \$222,901.61. The property is currently set to be short-sold approved at \$875,000. There was no  
13 equity then and no equity now.

14           6.       Debtors initially claimed exemptions under §704; but include amended schedules  
15 under §703 herewith as to the same assets with the newly claimed exemption in the Property. A  
16 copy of the initial claim of exemption and amended claim of exemption is attached hereto as **Exhibit**  
17 **A** and incorporated herein as though set forth at length. There is no equity in either property and  
18 the exemptions are nominal.

19           7.       Notwithstanding, the Mozes Judgment lien impairs Debtor's exemption as there is  
20 simply no equity for which this lien to attach. A copy of the abstract of abstract of judgment is  
21 attached hereto as **Exhibit B** and incorporated herein as though set forth at length. As each lien  
22 creditor has consented and/or approves of the short-sale, this Motion and Notice is directed only to  
23 the Office of the US Trustee, the former Chapter 7 Trustee, and the Mozes and seeks to avoid only  
24 their judgment lien. As noted below, even though the abstract was entered post-petition based on  
25 a non-dischargeable debt, the lien must be avoided as it impairs their exemption.

26           7.       Even though Mr. Sherman is identified as the attorney in the Abstract, counsel also  
27 worked with Avi Tuchman, who has since been representing the Mozes with respect to this matter.  
28 Both are served with this Motion.

**POINTS AND AUTHORITIES**

**THE COURT HAS THE POWER TO REOPEN A CASE FOR CAUSE**

The Bankruptcy Code provides that "A case may be reopened in the court in which such case was closed to administer assets, to accord relief to the Debtor, or for other cause." 11 U.S.C. §350(b). Cause exists to reopen a case to avoid a judgment lien and/or amend exemptions. No trustee is needed as relief from stay has been granted, there is no equity in the property for which the lien of Mozes can attach, and Debtor's should be allowed to complete a short sale. The Federal Rules of Bankruptcy Procedure further provide that

"A case may be reopened on motion of the Debtor or other party in interest pursuant to §350(b) of the Code. In a chapter 7, 12, or 13 case a trustee shall not be appointed by the United States trustee unless the court determines that a trustee is necessary to protect the interests of creditors and the debtor or to insure efficient administration of the case."

Fed.R.Bank.Pro., Rule 5010.

In the present case, a Trustee is not necessary as there is no equity to administer but grounds any judgment lien should be avoided. This Court has the inherent power under §105 "to issue any process, order, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. §105.

**THE ABSTRACT/JUDGMENT LIEN OF MOZES MUST BE AVOIDED SINCE THERE IS NO EQUITY FOR WHICH THE LIEN CAN ATTACH.**

The Bankruptcy Code provides a mechanism for avoiding judgment liens which impair exemptions claimed by debtors. Section 522(f)(1) provides that "the debtor may avoid the fixing of a lien on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled ..." The Code further provides that,

(2)(A) For the purposes of this section, a lien shall be considered to impair an exemption to the extent that the sum of --

- (i) the lien;
  - (ii) all other liens on the property; and
  - (iii) the amount of the exemption that the debtor could claim if there were no liens on the property;
- exceeds the value that the debtor's interest in the property would have in the absence

1 of any liens.

2 (B) In the case of a property subject to more than 1 lien, a lien that has been  
3 avoided shall not be considered in making the calculation under subparagraph (A)  
4 with respect to other liens.

5 11 U.S.C. §522(f).

6 In the present case, all lenders/judgment creditors have agreed to a consensual short-sale of  
7 the 117 N. Citrus Ave. Property except abstract judgment lien creditor Shalom and Shevach Mozes  
8 which abstract impairs Debtors' wild card exemption (as amended). At the time Debtors' case was  
9 filed, the value of the Property was \$1,200,000. The total of all the voluntary liens (Bank of  
10 America; Countrywide 2nd (now also Bank of America) - \$150,000; J&R Lending (\$50,000), and  
11 Mozes (total \$1,387,461.63 based on the Motion for Relief from stay. Debtors now claim an  
12 exemption of \$7,000. Because the property is underwater, there is simply no equity then for any  
13 of the judgment lien to attach and even more mores so now. As such it impairs the Debtors'  
14 exemption as the Property value is \$875,000 which is the short-sale amount. The first and second  
15 liens alone today total \$1,153,735.60.

16 The bankruptcy court In Jones v. Mellon Bank, N.A. (In re Jones), 183 B.R. 93 (Bankr. W.D.  
17 PA, 1995), determined that the consensual lien and the homestead lien exemption when added  
18 together, equaled the fair market value of the residence. The Court held that the Debtor was entitled  
19 to avoid the judicial lien in its entirety, instead of only up to the amount of the exemption. There,  
20 the residence was worth \$36,000. The consensual liens amounted to \$28,500, and the Debtor  
21 claimed a \$7,500 homestead exemption. Mellon Bank held a judgment lien for \$10,954. Upon  
22 reconsideration, the bankruptcy court performed the arithmetical methodology required by  
23 §522(f)(2) and determined that the sum of the consensual liens and the judgment lien exceeded the  
24 value of the property by \$10,954, and thus avoided the lien judgment lien in its entirety.

25 Moreover, where the sum of the lien sought to be avoided, all other liens on the property, and  
26 the maximum exemption claimable by the debtor (if there were no liens) exceeds the value of the  
27 debtor's interest in the property, then the lien can be avoided in its entirety. Higgins v. Household  
28 Fin. Corp. (BAP 9th Cir. 1996). Further, a judicial lien may be subject to avoidance even if it is  
senior to a nonavoidable consensual lien. Moldo v. Charnock, (BAP 9th Cir. 2004) 318 B 720.

1 Here, the sum of the consensual liens of \$1,153,735.60 and their wildcard exemption \$7,000  
2 exceeds the value of the residence. Therefore, based on §522(f) and the Jones analysis, the Mozes  
3 Judgment lien should be avoided in its entirety.

4 This court should grant Debtors' Motion and reopen this case in order to afford the Debtors  
5 the requested relief. The interests of the Debtors in having the case reopened outweighs the burdens  
6 of having this case reopened. The Ninth Circuit in In re Chabot, 992 F.2d 891, (9th Cir. Cal. 1993),  
7 held that a proceeding to avoid a lien may be brought at any time, even after a case is closed. In In  
8 re Ricks, 89 B.R. 73, 75, (9th Cir. BAP (Cal.) 1988), the court recognized the ability to reopen a case  
9 under §350(b) to avoid a judgment lien under §522(f) by stating,

10 A previous Bankruptcy Appellate Panel has recognized that 'in the absence of  
11 prejudice to creditors ... neither the entry of discharge nor the closing of the case  
12 [will bar] lien avoidance actions under 11 U.S.C. §522(f)(2).' *In re Yazzie*, 24 B.R.  
576, 577 (9th Cir. Bankr. 1982) (the BAP adopted the above concept as the "majority  
rule")(citations omitted).

13 In re Ricks, 89 B.R. 73, 75.

14 With respect to the non-dischargeable Mozes Judgment, the claim is undisputably  
15 prepetition. The fact that it was entered post-petition does not effect the analysis. In fact, most  
16 courts hold that the nondischargeability of the underlying debt does not affect the avoidance of a lien  
17 that secures that debt. See Walters v. United States Nat'l Bank, 879 F.2d 95 (3d Cir. 1989); Bank  
18 of Cushing v. Vaughan (In re Vaughan), 311 B.R. 573 (B.A.P. 10<sup>th</sup> Cir. 2004) (holding that Chapter  
19 7 debtors could use § 522(f)(1)(A) to avoid judicial lien that arose from post-petition judgment  
20 entered in connection with nondischargeability action); In re Lawson, 342 B.R. 98 (Bankr. E.D.  
21 Okla. 2006) (Debtor was not barred from avoiding judicial lien merely because lien was based on  
22 underlying nondischargeable student loan debt.); In re Ash, 166 B.R. 202(Bankr. D. Conn. 1994);  
23 In re Gartrell, 119 B.R. 405 (Bankr. W.D.N.Y. 1990); Hampton v. Silver Screen Video II, Inc. (In  
24 re Hampton), 104 B.R. 527 (Bankr. M.D. Ga. 1989).

25 The fundamental purposes of Debtor's exemptions is to move forward with his fresh start.  
26 As such, even non-dischargeable obligations such as student loans and/or otherwise which impair  
27 Debtor's exemptions must be avoided.

28 Pursuant to the Local Bankruptcy Rules:

**LBR 4003-2. LIEN AVOIDANCE**

**(a) General.** The requirements of LBR 9013-1 through LBR 9013-4 apply to a motion to avoid a lien or other transfer of property pursuant to 11 U.S.C. § 522(f), except as provided by this rule.

(1) A motion to avoid a lien or other transfer of property under 11 U.S.C. § 522(f) may be brought under either LBR 9013-1(a) or LBR 9013-1(o).

(2) All other proceedings to avoid a lien must be brought by adversary proceeding. A motion to sell property free and clear of liens under 11 U.S.C. § 363(h) does not constitute a “proceeding to avoid a lien” within the meaning of this rule.

**(b) Form.**

(1) The creditor whose lien is to be avoided must be identified in the title or caption of the notice and motion (*e.g.*, Motion to Avoid Lien of XYZ Co. under 11 U.S.C. § 522(f)). The notice and motion must contain a single caption and be filed in the underlying bankruptcy case. A double caption must not be used nor will a separate reference number be assigned.

(2) If the motion seeks to avoid a lien on real property, the motion and proposed order must include the legal description of the real property.

**(c) Service.**

(1) The motion, notice, and supporting papers must be served on the holder of the lien to be avoided in the same manner as a summons and complaint under FRBP 7004.

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**(d) Evidence.** The motion must be accompanied by a declaration or other competent evidence establishing:

(1) The balance remaining on the creditor’s loan;

(2) The fair market value of the subject property;

(3) The identity of any other holder of a lien encumbering the subject property and the amount due and owing on such lien;

(4) The specific statutory authority for the claimed exemption; and

1 (5) The value or amount claimed exempt.

2 Debtor has complied with the Local Rules and requests that the Court respectfully grant  
3 this Motion in its entirety. Debtor and Buyer have worked on this matter for several months and  
4 a foreclosure sale is set for July 22, 2013. They have obtained the consent of all interested  
5 parties, other than the Mozes. As each lien creditor has consented and/or approves of the short-  
6 sale, this Motion and Notice is directed only to the Office of the US Trustee, the former Chapter  
7 7 Trustee, and the Mozes and seeks to avoid only their judgment lien. A copy of the Preliminary  
8 Title Report is attached hereto as **Exhibit C** identifying all the lien creditors. Since there is no  
9 equity in the Property Notice of this Motion is being directed, apart from the electronic receipts,  
10 to Mozes c/or their attorney Robert J. Sherman who has relocated from 10801 National Blvd.,  
11 Suite 603, Los Angeles, CA 90064 (address in Abstract) to 4221 Wilshire Blvd, Suite 290, Room  
12 15, Los Angeles, California 90010, and to the Mozes c/o Aviv Tuchman, Tuchman &  
13 Associates, 6080 W Pico Blvd., Los Angeles, CA, 90035, who has been currently representing  
14 the Mozes. As well as a copy to the Mozes at the address identified in Debtors' schedules  
15 Shalom and Shevach Mozes, 121 N. Highland Ave., Los Angeles, CA 90036.

16 CONCLUSION

17 WHEREFORE, the Court should grant this Motion in its entirety to afford the Debtor the  
18 relief they is entitled under the Bankruptcy Code and the Federal Rules of Bankruptcy  
19 Procedure. This Court should reopen the case, avoid the judgment, and allow Debtor's to  
20 execute any and all documents to conclude the short-sale. The Court is also requested to hear  
21 this on shortened notice as the Property is scheduled to be foreclosed on July 22,2013, and a  
22 hearing date is requested for July 18 or 19, 2013, at any time convenient to the court after 11  
23 a.m.

24 Respectfully submitted,

25 The Law Offices of Shai Oved

26 Dated: July 12, 2013

/s/ Shai Oved

27 

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Shai Oved, Attorneys for Debtors



**DECLARATION OF SHAI OVED**

I, Shai Oved, declare as follows:

1. The forgoing facts are within my personal knowledge or knowledge obtained in the course of my employment by the Debtors/Movants, and if called as a witness, I am competent to testify thereto. I am the attorney for the Debtors/Movants in this Bankruptcy case referred to as case numbers LA04-22926-BB and had previously filed a Request for Special Notice. I am duly admitted to practice before all courts of the state of California, the United States District Court for the Central District of California, the Ninth Circuit Court of Appeal, and the United States Supreme Court. I am a member of the Central District Consumer Bankruptcy Attorneys Association, the Bankruptcy Inns of Court, and certified as a Bankruptcy Specialist by the California State Bar, Board of Legal Specialization.

2. This Declaration is offered in support of Debtors' Motion to Reopen, avoid the Judgment lien of Shalom and Shevach Mozes, and authorize Debtors to execute any and all documents with respect to the short-sale.

3. Debtors filed a petition for relief on June 10, 2004, and obtained a discharge. Debtors identified two parcels of real property, neither of which had any equity. The properties were located at 111 N. Citrus (their principal residence) and 117 N. Citrus., Los Angeles, CA 90036, (the Property), respectively.

4. On December 7, 2007, the senior lender Washington Mutual filed its Motion for Relief from the Automatic Stay as to the 111 N. Citrus Avenue Property which this Court granted on January 8, 2008. The property was ultimately foreclosed.

5. On March 15, 2010, the senior lender Bank of America filed its Motion for Relief from the Automatic Stay as to the 117 N. Citrus Avenue Property which this Court granted on April 6, 2010. Debtors have been working with loss mitigation options on this Property, including the instant short-sale. The voluntary liens on the property total \$930,834.08, and \$222,901.61, respectively. The Notice of Sale set for July 22, 2013, confirms the minimum opening bid of \$930,834.08. The second lien's most recent statement as of June 30, 2013, shows a balance due of \$222,901.61. The property is currently set to be short-sold at \$875,000. There

1 was no equity then and no equity now, hence a short-sale.

2 6. Debtors initially claimed exemptions under §704; but include amended schedules  
3 under §703 herewith as to the same assets with the newly claimed exemption in the Property. A  
4 copy of the initial claim of exemption and amended claim of exemption is attached hereto as  
5 **Exhibit A** and incorporated herein as though set forth at length. I recognize them for what they  
6 purport to be. There is no equity in either property and the exemptions are nominal.

7 7. Notwithstanding, the Mozes Judgment lien impairs Debtors' exemption as there is  
8 simply no equity for which this lien to attach. A copy of the abstract of abstract of judgment is  
9 attached hereto as **Exhibit B** and incorporated herein as though set forth at length. I recognize it  
10 for what it purports to be. As each lien creditor has consented and/or approves of the short-sale,  
11 this Motion and Notice is directed only to the Office of the US Trustee, the former Chapter 7  
12 Trustee, and the Mozes and seeks to avoid only their judgment lien. As noted below, even  
13 though the abstract was entered post-petition based on a non-dischargeable debt, the lien must be  
14 avoided as it impairs their exemption.

15 8. Even though Mr. Sherman is identified as the attorney in the Abstract, I also  
16 worked with Avi Tuchman, who has since been representing the Mozes with respect to this  
17 matter. Both are served with this Motion, as well as the Mozes directly at their last known  
18 address set forth in Debtors' schedules.

19 9. In the present case, I understand that all lenders/judgment creditors have agreed to  
20 a consensual short-sale of the 117 N. Citrus Ave. Property except the Mozez whose abstract of  
21 judgment and lien impairs Debtors' wild card exemption (as amended). At the time Debtors' case  
22 was filed, the value of the Property was \$1,200,000. The total of all the voluntary liens total  
23 \$1,387,461.63 based on the Motion for Relief from stay and Debtors' initial schedules. Debtors  
24 now claim an exemption of \$7,000 in the Property. Because the property is underwater, there is  
25 simply no equity then for any of the judgment lien to attach and even more mores so now. As  
26 such it impairs the Debtors' exemption as the Property value is \$875,000 which is the short-sale  
27 amount. The first and second liens alone today total \$1,153,735.60. I understand the property  
28 needs repairs. Here, the sum of the consensual liens of \$1,153,735.60 and their wildcard

1 exemption \$7,000 exceeds the value of the residence. Therefore, based on §522(f) and the Jones  
2 analysis, the Mozes Judgment lien should be avoided in its entirety.

3 10. Debtor and Buyer have worked on this matter for several months and a  
4 foreclosure sale is set for July 22, 2013. They have obtained the consent of all interested parties,  
5 other than the Mozes. As each lien creditor has consented and/or approves of the short-sale, this  
6 Motion and Notice is directed only to the Office of the US Trustee, the former Chapter 7 Trustee,  
7 and the Mozes and seeks to avoid only their judgment lien. A copy of the Preliminary Title  
8 Report is attached hereto as **Exhibit C** identifying all the lien creditors. I recognize it for what it  
9 purports to be. Since there is no equity in the Property Notice of this Motion is being directed,  
10 apart from the electronic recipients, to Mozes c/or their attorney Robert J. Sherman who has  
11 relocated from 10801 National Blvd., Suite 603, Los Angeles, CA 90064 (address in Abstract) to  
12 4221 Wilshire Blvd, Suite 290, Room 15, Los Angeles, California 90010, and to the Mozes c/o  
13 Aviv Tuchman, Tuchman & Associates, 6080 W Pico Blvd., Los Angeles, CA, 90035, who has  
14 been currently representing the Mozes. As well as a copy to the Mozes at the address identified  
15 in Debtors' schedules Shalom and Shevach Mozes, 121 N. Highland Ave., Los Angeles, CA  
16 90036.

17 11. The Court is requested to set this matter on shortened notice because of the  
18 pending trustee sale date of July 22, 2013, and otherwise grant this Motion in its entirety to afford  
19 the Debtor the relief they is entitled under the Bankruptcy Code and the Federal Rules of  
20 Bankruptcy Procedure. This Court should reopen the case, avoid the judgment, and allow  
21 Debtor's to execute any and all documents to conclude the short-sale.

22 I declare under penalty of perjury that the foregoing is true and correct except as to those  
23 matters which are stated to be upon information and belief, and as to those matters I believe them  
24 to be true.

25 Executed on July 12, 2013, at Woodland Hills, California.

26  
27 /s/ Shai Oved

28 

---

Shai Oved

## **Exhibit A**

## **Exhibit A**

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Filer's Name: Debtor c/o Shai Oved, Esq.  
 Street Address: 7445 Topanga Cyn., Suite 220  
 Canoga Park, CA 91303  
 Attorney's Telephone No: (818) 992-6588

Atty Name: Shai Oved  
 CA Bar No: 185526  
 Atty Fax No. (818) 992-6511

In re: Steven & Susan Oscherowitz,

Debtor.

Case No: 2 : 04 - bk - 22926 - BB

Chapter 7 XX 11\_\_ 13\_\_

**AMENDED SCHEDULE(S)**

A filing fee of \$26.00 is required to amend any or all of Schedules "D" through "F." An addendum mailing list is also required as an attachment if creditors are being added to the creditors list. Is/are creditor(s) being added: YES\_\_\_\_ NO X

Indicate below which schedule(s) is(are) being amended: (See Attachment)

A\_\_ B\_\_ C X D\_\_ E\_\_ F\_\_ G\_\_ H\_\_ I\_\_ J\_\_

Statement of Financial Affairs\_\_ Statement of Intention\_\_ Other\_\_

**NOTE:** IT IS THE RESPONSIBILITY OF THE DEBTOR TO MAIL COPIES OF ALL AMENDMENTS TO THE TRUSTEE AND TO NOTICE ALL CREDITORS LISTED IN THE AMENDED SCHEDULES(S) AND TO COMPLETE AND FILE WITH THE COURT THE PROOF OF SERVICE ON THE BACK OF THIS PAGE.

I/We, Steven and Susan Oscherowitz, the person(s) who subscribed to the foregoing Amended Schedules(s) do hereby declare under penalty of perjury that the foregoing is true and correct.

DATED \_\_\_\_\_

Signature follows

Debtor Signature - Steven Oscherowitz

Signature follows

Co-Debtor Signature - Susan Oscherowitz

**\*\*FOR COURT USE ONLY\*\***

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Filer's Name: Debtor c/o Shai Oved, Esq.  
Street Address: 7445 Topanga Cyn., Suite 220  
Canoga Park, CA 91303  
Attorney's Telephone No: (818) 992-6588

Atty Name: Shai Oved  
CA Bar No: 185526  
Atty Fax No: (818) 992-6511

In re: Steven & Susan Oscherowitz

Case No: 2-04-bk-22926-BB

Chapter 7 XX 11 13

Debtor

**AMENDED SCHEDULE(S)**

A filing fee of \$26.00 is required to amend any or all of Schedules "D" through "F." An addendum mailing list is also required as an attachment if creditors are being added to the creditors list. Is/are creditor(s) being added: YES NO X

Indicate below which schedule(s) is(are) being amended: (See Attachment)

A B C X D E F G H I J

Statement of Financial Affairs Statement of Intention Other

**NOTE: IT IS THE RESPONSIBILITY OF THE DEBTOR TO MAIL COPIES OF ALL AMENDMENTS TO THE TRUSTEE AND TO NOTICE ALL CREDITORS LISTED IN THE AMENDED SCHEDULES(S) AND TO COMPLETE AND FILE WITH THE COURT THE PROOF OF SERVICE ON THE BACK OF THIS PAGE.**

I/We, Steven and Susan Oscherowitz, the person(s) who subscribed to the foregoing Amended Schedules(s) do hereby declare under penalty of perjury that the foregoing is true and correct.

DATED July 12<sup>th</sup>, 2013

*[Signature]*

Debtor Signature - Steven Oscherowitz

*[Signature]*

Co-Debtor Signature - Susan Oscherowitz

**\*\*FOR COURT USE ONLY\*\***

In re Steven Oscherowitz and Susan Oscherowitz

/ Debtor

Case No. 2:04-bk-22926-BB  
(if known)

AMENDED

**SCHEDULE C-PROPERTY CLAIMED AS EXEMPT**

Debtor elects the exemptions to which debtor is entitled under:

(Check one box)

☐ 11 U.S.C. § 522(b)(1): Exemptions provided in 11 U.S.C. § 522(d). Note: These exemptions are available only in certain states.☒ 11 U.S.C. § 522(b)(2): Exemptions available under applicable nonbankruptcy federal laws, state or local law where the debtor's domicile has been located for the 180 days immediately preceding the filing of the petition, or for a longer portion of the 180-day period than in any other place, and the debtor's interest as a tenant by the entirety or joint tenant to the extent the interest is exempt from process under applicable nonbankruptcy law.

Description of Property	Specify Law Providing each Exemption	Value of Claimed Exemption	Current Market Value of Property Without Deducting Exemptions
<b>Debtors' Residence</b>	Calif. C.C.P. § 703.140(b)(5)	\$ 1,000.00	\$ 1,400,000.00
Real Property - 117 N. Citrus Drive	Calif. C.C.P. § 703.140(b)(5)	\$ 7,000.00	\$ 1,200,000.00
Household Goods and Furnishings	Calif. C.C.P. § 703.140(b)(3)	\$ 5,000.00	\$ 5,000.00
books, judaica	Calif. C.C.P. § 703.140(b)(3)	\$ 1,000.00	\$ 1,000.00
	Calif. C.C.P. § 703.140(b)(5)	\$ 0.00	
clothes	Calif. C.C.P. § 703.140(b)(3)	\$ 800.00	\$ 800.00
jewelry	Calif. C.C.P. § 703.140(b)(4)	\$ 2,500.00	\$ 2,500.00
Exercise Equipment	Calif. C.C.P. § 703.140(b)(3)	\$ 0.00	\$ 2,500.00
Guardian Life # 3357492	Calif. C.C.P. § 703.140(b)(5)	\$ 0.00	\$ 0.00
	Calif. C.C.P. § 703.140(b)(5)	\$ 0.00	
NY Life # 45043858	Calif. C.C.P. § 703.140(b)(5)	\$ 0.00	\$ 0.00
Transamerica Life Occidental # 92301828	Calif. C.C.P. § 703.140(b)(5)	\$ 0.00	\$ 0.00
2 computers, 2 fax	Calif. C.C.P. § 703.140(b)(5)	\$ 0.00	\$ 0.00
Computer, fax, printer	Calif. C.C.P. § 703.140(b)(5)	\$ 1,500.00	\$ 1,500.00
Oscherowitz vs. MTA	Calif. C.C.P. § 703.140(b)(5)	\$ 0.00	\$ 0.00
UMI salary checks	Calif. C.C.P. § 703.140(b)(5)	\$ 4,923.00	\$ 4,923.00

**PROOF OF SERVICE**

- ( ) **BY U.S. MAIL AT WOODLAND HILLS, CALIFORNIA**
- ( ) **BY HAND DELIVERY**
- ( ) **BY FAX**
- ( ) **BY SPECIAL DELIVERY/FEDERAL EXPRESS/EXPRESS MAIL/EMAIL**

I am a resident of Los Angeles County, California. I am over the age of 18 and not a party to the within action. My business address is 7445 Topanga Cyn Blvd., Suite 220, Canoga Park, CA 91303. On July 12, 2013, I served a true and correct copy of **AMENDED SCHEDULE(S)** on the Parties-in-Interest in this action, in the manner referenced and addressed or telecopied as follows: None.

The following will be served electronically by ECMCF/BNC:

Paul A Beck pab@pablaw.org

Alane A Becket 2 notices@becket-lee.com

Alan F Broidy alan@broidylaw.com, sherrie@broidylaw.com

Baruch C Cohen bcc4929@gmail.com

Harris L Cohen hcohen00@aol.com

Jerome S Cohen jsc@jscbklaw.com

Donald H Cram dhc@severson.com

Tami S Crosby tcrosby@mileslegal.com

Christina Erickson cerickson@richardsonpatel.com

Alan W Forsley awf@fl-lawyers.net, awf@fkllawfirm.com, addy@fl-lawyers.net, lc@fl-lawyers.net, awf@fl-lawyers.net

Gil Hopenstand ghopenstand@wwolawyers.com

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Leib M Lerner leib.lerner@alston.com

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Timothy J Silverman tim@sgsslaw.com

United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

Diane Weifenbach diane@attylsi.com

David R. Weinstein david.weinstein@bryancave.com,  
raul.morales@bryancave.com;alicia.moore@bryancave.com

Gilbert B Weisman notices@becket-lee.com

Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com

Jerome A Yelsky yelsky@cherinandyelsky.com, casupportgroup@w-legal.com

The following will be served within one business after filing: None.

Executed on July 12, 2013, at Woodland Hills, California.

/s/ Shai Oved

---

Shai Oved

## **Exhibit B**

## **Exhibit B**

This page is part of your document - DO NOT DISCARD

20071332480

Pages:  
0004



Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

Fees: \$24.00

Taxes: \$0.00

Other: \$12.00

Paid: \$36.00

06/01/07 AT 10:36AM

0000746515

200706010610029

Counter

TITLE(S) :



LEAD SHEET

FEE				D.T.T.
CODE 20				
CODE 19				
CODE 9				

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

				-				-			
--	--	--	--	---	--	--	--	---	--	--	--

--	--	--

RECORDING REQUESTED BY AND MAIL TO:  
(Name and mailing address, including city, state,  
and ZIP code, of requesting party)

ROBERT J. SHERMAN, ESQ.  
10801 NATIONAL BLVD. SUITE 603  
LOS ANGELES, CA 90064

06/01/07



20071332480

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## DOCUMENT TITLE

- ☒ ABSTRACT OF JUDGMENT  
☐ ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT  
☐ OTHER (specify): \_\_\_\_\_

3

<input checked="" type="checkbox"/> Recording requested by a return to: ROBERT J. SHERMAN, ESQ. 10801 NATIONAL BLVD. SUITE 603 LOS ANGELES, CALIFORNIA 90064	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: STEVEN AND SUSAN OSCHEROWITZ Debtor	CASE NUMBER <u>LA04-22926-BB</u> ADVERSARY NUMBER <u>AD05-01141-BB</u>
MICHAEL HOROWITZ AND ALONA HOROWITZ, ETC. Plaintiff vs. STEVEN OSCHEROWITZ ETC. Defendant	ABSTRACT OF JUDGMENT

The Judgment Creditor applies for an abstract of judgment and represents:

1. The Judgment Debtor's:

a. Name and address STEVEN OSCHEROWITZ  
111 NORTH CITRUS AVENUE  
LOS ANGELES, CALIFORNIA 90036

☐ Address Unknown

b. Driver's License No. \_\_\_\_\_

☒ Unknown

c. Social Security No. xxx-xx-6904

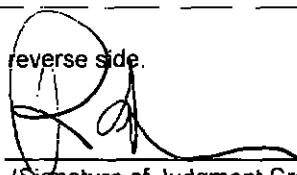
☐ Unknown

2. The Summons was personally served at, or mail to (address):

NOT APPLICABLE

3. ☒ Information regarding additional judgment debtors is shown on reverse side.

Dated: MAY 22, 2007

  
(Signature of Judgment Creditor or Attorney)

Robert J. Sherman, Esq. for Judgment Creditor

(Continued on Reverse Side)

Abstract of Judgment - Page Two

In re <b>OSCHEROWITZ</b>	(SHORT TITLE)	Debtor(s).	CHAPTER 7 ADVERSARY NO.: <b>AD05-01141-BB</b>
-----------------------------	---------------	------------	--

4. I certify that in the above-entitled action and Court, Judgment was entered on SEPTEMBER 19, 2006  
in favor of SHALOM AND SHEVACH MOZES and against STEVEN AND SUSAN OSCHEROWITZ  
for \$ 450,000.00 Principal  
\$ \_\_\_\_\_ Interest,  
\$ 0 Attorney's Fees, and  
\$ 0 Costs.

A lien in favor of a judgment creditor  
is:

☒ not endorsed on the judgment.

☐ endorsed on the judgment as follows:

1. Amount \$ \_\_\_\_\_

2. In favor of (name) \_\_\_\_\_

A stay of execution has:

☒ not been ordered by the Court.

☐ been ordered by the Court effective until (date): \_\_\_\_\_

Attested this

29th

day of

MAY 2007

JON D. CERETTO Clerk of the  
Bankruptcy Court

By:

R Suarez  
Deputy Clerk

Information regarding additional judgment debtors:

SUSAN OSCHEROWITZ

SOCIAL SECURITY #xxx-xx-6186

111 NORTH CITRUS AVE.

LOS ANGELES, CALIFORNIA 90036

Revised July 1999

## **Exhibit C**

## **Exhibit C**

## **SCHEDULE A**

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

Steven Oscherowitz and Susan Oscherowitz, husband and wife, as joint tenants, subject to Item no. 15 and 16 of Schedule B.

The land referred to in this Report is situated in the County of Los Angeles, State of California, and is described as follows:

Lot 498 of Tract No. 8498, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 95 Page(s) 53 to 55 inclusive of Maps, in the Office of the County Recorder of said County.

APN: 5513-006-020



## SCHEDULE B

At the date hereof, Exceptions to coverage, in addition to the printed Exception and Exclusions contained in said policy form would be as follows:

1. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2012 - 2013:  
1st Installment: \$8,541.55 Unpaid  
Penalty: \$854.15  
2nd Installment: \$8,541.53 Unpaid  
Penalty: \$864.15  
Exemption:  
Code Area: 0000067  
Assessment No. 5513-006-020
2. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year: 2011  
Default No.: 10010  
Amounts to redeem for the above stated fiscal year (and subsequent years, if any) are:  
  
Amount: \$12,699.26  
By: November  
  
Amount: \$12,860.93  
By: December  
  
Amount: \$13,022.60  
By: January
3. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
5. An easement for the purpose shown below and rights incidental thereto as set forth in a document:  
Purpose: Utilities, public and/or private  
Recorded: in Book 4510, Page 179, Official Records  
Affects: as follows:  
  
that portion of said land within 1 foot from a line parallel to and distant 3 feet from the rear line of said lot.
  - a. No representation is made as to the present ownership of said easement.
  - b. Reference is made to said document for full particulars.
6. Easements for the purposes shown below and rights incidental thereto as disclosed by a Declaration by the Department of Water and Power of the City of Los Angeles.  
In Favor of: The City of Los Angeles, successor to Los Angeles Gas & Electric Corp.  
Purposes: Pole lines and conduits  
Recorded: in Book 15515 Page 150 Official Records.  
Affects: the rear 4 feet of said land

7. A community oil and gas lease, executed by Charles Rubin and Esther Ruben, his wife, as lessor and Hilo Oil Company, a partnership as lessee, recorded May 24, 1965 at Instrument Number 3524 in Book M1871 Page 29, Official Records.

a. Affects: that portion of said land lying below a depth of 500 feet from the surface thereof

No representation is made as to the present ownership of said leasehold or matters affecting the right or interests of the lessor or lessee arising out of or occasioned by said lease.

Said lease does not provide the right of surface entry.

8. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$650,000.00

Dated: December 17, 2003

Trustor: Susan Oscherowitz, a married woman, as her sole and separate property

Trustee: J & R Lending, Inc.

Beneficiary: Mortgage Electronic Registration System, Inc. MERS is a separate corporation that is acting solely as a nominee for J & R Lending, Inc., a corporation

Recorded: December 31, 2003 as Instrument Number 03-3913597 of Official Records.

- a. The beneficial interest of Mortgage Electronic Registration Systems, Inc. under said deed of trust was assigned by assignment:

To: BAC Home Loan Servicing, LP fka Countrywide Home Loans Servicing L.P.

Dated: January 14, 2010

Recorded: January 28, 2010 as Instrument No. 20100122511

- b. The requirement that a copy of the partnership agreement of BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP and any amendments or modifications thereto be furnished to the company.

- c. A Substitution of Trustee under said deed of trust which names as the substituted trustee, the following

Trustee: ReconTrust Company, N.A.

Recorded: February 16, 2012 as Instrument Number 20120259141.

- d. A Notice of Default under the terms of said deed of trust

Executed by: ReconTrust Company N.A.

Recorded: February 16, 2012 as Instrument Number 20120259142 of Official Records.

9. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$150,000.00

Dated: December 17, 2003

Trustor: Susan Oscherowitz, a married woman, as her sole and separate property

Trustee: J & R Lending, Inc.

Beneficiary: Mortgage Electronic Registration System, Inc. MERS is a separate corporation that is acting solely as a nominee for J & R Lending, Inc., a California Corporation

Recorded: December 31, 2003 as Instrument Number 03-3913598 of Official Records.

- a. The above deed of trust is reflected as an equity line loan or a revolving line of credit. Prior to final payoff we will require a written statement from the beneficiary that the account has been frozen and or a full reconveyance must be submitted for recording concurrent with payoff.

10. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:  
Amount: \$150,000.00  
Dated: August 1, 2011  
Trustor: Steven Oscherowitz  
Trustee: Yehuda Friedman  
Beneficiary: David Dayanoff  
Recorded: September 1, 2011 as Instrument Number 20111191426 of Official Records.
- a. To avoid delays at the time of closing, please submit the original note, deed of trust and request for reconveyance to this office, at least one week prior to the close of escrow.
- b. Please note that one of the parties in title, Susan Oscherowitz, did not joint in the execution of this Deed of Trust (or Mortgage)
11. An Abstract of judgment recorded June 1, 2007 as Instrument No. 20071332480:  
Court: United States Bankruptcy Court Central District of California  
Case No.: LA04-22926-BB  
Entry Date: September 19, 2006  
Debtor: Steven Oscherowitz  
Creditor: Michael Horowitz and Alona Horowitz, etc  
Amount: \$450,000.00 and any other amounts due thereunder.  
Filing attorney's information-  
Name: Robert J. Sherman, Esq  
Address: 10801 National Blvd Suite 603 Los Angeles, California 90064  
Phone Number:
12. An Abstract of judgment recorded June 12, 2007 as Instrument No. 20071419457:  
Court: United States Bankruptcy Court Central District of California  
Case No.: LA 04-22926-BB  
Entry Date: February 15, 2007  
Debtor: Steven Oscherowitz and Susan Oscherowitz  
Creditor: David L. Ray, Chapter 7 Trustee  
Amount: \$625,000.00 and any other amounts due thereunder.  
Filing attorney's information-  
Name: Gil Hopenstand (State Bar No. 225899)  
Address: 1925 Century Park East, Suite 1150 Los Angeles, CA 90067-2712  
Phone Number: (310)203-9393
13. An Abstract of judgment recorded April 8, 2010 as Instrument No. 20100478449:  
Court: United States District Court Central District of California  
Case No.: 07-4189 GHK (JTLx)  
Entry Date: October 6, 2008  
Debtor: Assured Tax Relief, Inc; Boaz Minitzer; Steven Oscherowitz, jointly and severally  
Creditor: Associated Tax Relief, Inc.  
Amount: \$39,285.85 and any other amounts due thereunder.  
Filing attorney's information-  
Name: Maurice Wainer  
Address: 270 N Canon Drive, Penthouse Beverly Hills, CA 90210  
Phone Number:

14. An Abstract of judgment recorded April 4, 2012 as Instrument No. 20120507821:  
Court: Superior Court of California  
Case No.: 10K12893  
Entry Date: February 9, 2011  
Debtor: Steve Oscherowitz, an individual  
Creditor: Kathryn Hall, an individual  
Amount: \$21,276.71 and any other amounts due thereunder.  
Filing attorney's information-  
Name: Lawrence C. Ecoff, Esq. (Bar #143814)  
Address: 280 South Beverly Drive, Suite 504 Beverly Hills, CA 90212  
Phone Number: (310)887-1850
15. The effect of a deed  
Dated: January 25, 2011  
Grantor: Steven Oscherowitz and Susan Oscherowitz  
Grantee: Yehuda Friedman, trustee of that certain trust known as The Letaba Trust, which was formed under a Declaration Trust dated January 25, 2011  
Recorded: February 2, 2011 as Instrument Number 20110185307  
The Company is not willing to divest the interest of Steven Oscherowitz and Susan Oscherowitz. An inquiry of the parties shall be required prior to the issuance of any policy of title insurance.  
In order to complete this report, the company **requires** a signed and notarized Affidavit from the above stated Grantor. The blank Affidavit form is attached to this report for you convenience.
16. The effect of a deed  
Dated: March 2, 2011  
Grantor: Steven Oscherowitz and Susan Oscherowitz  
Grantee: Yehuda Friedman, trustee of that certain trust known as The Letaba Trust, which was formed under a Declaration of Trust dated January 20, 1987  
Recorded: March 2, 2011 as Instrument Number 20110328805  
The Company is not willing to divest the interest of Steven Oscherowitz and Susan Oscherowitz. An inquiry of the parties shall be required prior to the issuance of any policy of title insurance.  
In order to complete this report, the company **requires** a signed and notarized Affidavit from the above stated Grantor. The blank Affidavit form is attached to this report for you convenience.
17. If title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require a full copy of the trust agreement and any amendments thereto. In certain situations the Company may accept a Trustee certificate pursuant to Section 18100.5 of the California Probate Code for the trust agreement. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
18. In order to complete this report, this Company requires a Statement of Information to be completed by the following party(ies),  
  
Party(ies): Steven Oscherowitz and Susan Oscherowitz  
  
The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) of Information.
19. In order to complete this report, this Company requires a Statement of Information to be completed by the following party(ies),  
  
Party(ies): Yehuda Friedman  
  
The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) of Information.

END OF SCHEDULE B

**PROOF OF SERVICE**

( ) **BY U.S. MAIL**

( ) **BY HAND DELIVERY**

( ) **BY FAX**

(xx) **BY SPECIAL DELIVERY/FEDERAL EXPRESS/EXPRESS MAIL**

I am a resident of Los Angeles County, California. I am over the age of 18 and not a party to the within action. My business address is 7445 Topanga Cyn Blvd., Suite 220, Canoga Park, California 91303. On July 12, 2013, I served a true and correct copy of **DEBTORS' NOTICE OF MOTION AND MOTION FOR ORDER (1) REOPENING CASE (2) AVOIDING JUDGMENT LIEN OF SHALOM AND SHEVACH MOSES (3) AND AUTHORIZING SHORT-SALE; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF SHAI OVED** on the Parties-in-Interest in this action, in the manner referenced above and addressed or telecopied as follows: Overnight Mail to:

Robert J. Sherman  
4221 Wilshire Blvd, Suite 290, Room 15  
Los Angeles, California 90010

Aviv Tuchman,  
Tuchman & Associates  
6080 W Pico Blvd.,  
Los Angeles, CA, 90035

Shalom and Shevach Mozes  
121 N. Highland Ave.  
Los Angeles, CA 90036.

The following will be served by CM/ECF:

Paul A Beck pab@pablaw.org

Alane A Becket 2 notices@becket-lee.com

Alan F Broidy alan@broidylaw.com, sherrie@broidylaw.com

Baruch C Cohen bcc4929@gmail.com

Harris L Cohen hcohen00@aol.com

Jerome S Cohen jsc@jscbklaw.com

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2 lawyers.net, awf@fl-lawyers.net

3 Gil Hopenstand ghopenstand@wwolawyers.com

4 Kari A Keidser kkeidser@gmail.com

5 Leib M Lerner leib.lerner@alston.com

6 Elan S Levey elan.levey@usdoj.gov, louisa.lin@usdoj.gov

7 Yevgeniya Lisitsa glisitsa@msn.com

8 William Malcolm bill@mclaw.org

9 Alison J Maloof ecfcacbrs@piteduncan.com

10 Aram Ordubegian ordubegian.aram@arentfox.com

11 Shai S Oved ssoesq@aol.com

12 Vy Pham vpham@mileslegal.com

13 Lee S Raphael cmartin@pralc.com

14 David L Ray (TR) jf@srblaw.com, dray@ecf.epiqsystems.com; cs@srblaw.com

15 Timothy J Silverman tim@sgsslaw.com

16 United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

17 Diane Weifenbach diane@attylsi.com

18 David R. Weinstein david.weinstein@bryancave.com,  
19 raul.morales@bryancave.com; alicia.moore@bryancave.com

20 Gilbert B Weisman notices@becket-lee.com

21 Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com

22 Jerome A Yelsky yelsky@cherinandyelsky.com, casupportgroup@w-legal.com

23  
24 The following will be served by over night mail or personal delivery within one day after  
25 filing:

26 The Honorable Sheri Bluebond.

27 Executed on July 12, 2013, at Woodland Hills, California.

28 /s/ Shai Oved

Shai Oved